

KIEVE LAW OFFICES  
LOREN KIEVE (56280)  
LK@KIEVELAW.COM  
2655 STEINER STREET  
SAN FRANCISCO, CALIFORNIA  
94115  
TELEPHONE: (415) 364-0060  
[LK@KIEVELAW.COM](mailto:LK@KIEVELAW.COM)

*Counsel for Peter R. Fader*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:

PETER R. FADER  
*dba* Urchin Capital Partners  
*dba* Urchin Partners LLC,

Debtor.

Case No.: 08-30119-DM

Chapter 7

**DECLARATION OF PETER R. FADER  
IN RESPONSE TO THE TRUSTEE'S  
OBJECTION TO CLAIM NO. 15  
FILED BY WARREN DEAN**

**Hearing Date:**

Date: September 29, 2023

Time: 1:30 PM

Place: Telephonically/Videoconference

Judge: Honorable Dennis Montali

**Response Deadline:** September 15, 2023

I, Peter R. Fader, declare as follows:

1. I am the debtor in this chapter 7 bankruptcy case and I submit this declaration in response to the *Trustee's Objection to Claim No. 15 Filed by Warren Dean* (the "Objection") [Dkt 173]. I have personal knowledge of the facts set forth herein and, if called as a witness, I would and could competently testify thereto.

2. I have reviewed the proof of claim filed by Warren Dean, dated December 9, 2019, in which he asserts an unsecured claim in the amount of \$1,080,000 relating to a loan (the "Claim"). The Claim is valid.

3. With regard to the specific portion of the Claim referenced in the Objection, I attest that on or about July 2001, Mr. Dean lent me the sum of \$230,000 pursuant to the terms of a written loan agreement that had been signed by me and Mr. Dean. The terms of the agreement required the \$230,000 loan to be repaid by me in five years (in or about July 2006). No portion of the \$230,000 loan was repaid or forgiven as of January 26, 2008 – the date I filed my chapter 7 bankruptcy petition - and it remains due and payable. The agreement also required the payment of interest but I understand that Mr. Dean is not requesting reimbursement of interest as part of his Claim.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on September 8, 2023.

---

Peter R. Fader

2. I have reviewed the proof of claim filed by Warren Dean, dated December 9, 2019, in which he asserts an unsecured claim in the amount of \$1,080,000 relating to a loan (the “Claim”). The Claim is valid.

3. With regard to the specific portion of the Claim referenced in the Objection, I attest that on or about July 2001, Mr. Dean lent me the sum of \$230,000 pursuant to the terms of a written loan agreement that had been signed by me and Mr. Dean. The terms of the agreement required the \$230,000 loan to be repaid by me in five years (in or about July 2006). No portion of the \$230,000 loan was repaid or forgiven as of January 26, 2008 – the date I filed my chapter 7 bankruptcy petition - and it remains due and payable. The agreement also required the payment of interest but I understand that Mr. Dean is not requesting reimbursement of interest as part of his Claim.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on September 8, 2023.

---

Peter R. Fader

**PACHULSKI STANG ZIEHL & JONES LLP**  
ATTORNEYS AT LAW  
SAN FRANCISCO, CALIFORNIA

DOCS\_SF:109497.1 77354/001